

WAITING TO EMBARK

Transports Not Yet Ready for the Troops.

MAY SAIL TOMORROW

Vessels Still Taking on Supplies. Signal Corpsmen Four Half-Tons of Artillery Arrive from Chickamauga. More Troops Coming.

As yet no troops have embarked for Porto Rico except Company D, of the Fourth Illinois, which was ordered to proceed to Old Point yesterday afternoon and to board the auxiliary cruiser, *Louise*, to make ready for the start. The company, which left the wharf at 5 o'clock on Saturday morning, is in tow of a tug. Before the company embarked from the temporary camp above the shipyard forty-five rounds of ammunition were issued to each man. Given the extra fuel and for Porto Rico is still a matter of some importance. Major General Brooks, who is in command of the First Army Corps, does not know when the second transport, *General Hamilton*, commanding, will depart. The troops are ready, but the transports are not.

To a reporter for the Daily Press, who saw him at the Warwick Hotel last night, General Brooks said: "I am not at all sure that the troops will sail tonight, but I think they will in a day or so, probably late tomorrow evening or early Thursday morning."

General Haines' men did not break camp yesterday, but the "dog" tents can be taken down on a moment's notice and the troops will be ready to embark at a short time after the order is given. The extra fuel and for Porto Rico is still a matter of some importance. The transports City of Washington, Massachusetts and Louisiana are at the pier taking on the baggage of the troops.

The St. Paul and St. Louis are at Old Point Comfort and will take on troops there. It is understood that the Third Illinois will go on the St. Louis and the Fourth Pennsylvania on Captain Sager's ship, the St. Paul. The troops will be transported to Old Point by rail. Why the auxiliary cruisers will not come to Newport News is not known. The reason given is that the channel is too shallow, but no one but an ignorant person would believe an excuse for this one of the deepest channels on the seaboard, and there is a ship in port, the *Tapidan*, lying alongside a pier, that is larger than the *St. Paul*, and that the *Louis* and *St. Paul* are in the water in the previous occasions and they can come now. No plausible excuse can be given for not making an extra expense in taking troops to Old Point when the commission commander of the Porto Rico expedition, who is in the City of Washington, will carry the six batteries of light artillery and five troops of cavalry.

General Haines' brigade is complete. The signal corps left due to two of the artillery arrived here yesterday from Chickamauga, and the trains carrying the artillery pulled in in the afternoon. The batteries are Battery A, of Missouri, Battery B, of Illinois, Battery C, of Pennsylvania, Battery D, of New York, Battery E, of Indiana, Battery F, of Ohio, Battery G, of Kentucky, Battery H, of Tennessee, Battery I, of Alabama, Battery J, of Georgia, Battery K, of Florida, Battery L, of Louisiana, Battery M, of Mississippi, Battery N, of Arkansas, Battery O, of Texas, Battery P, of California, Battery Q, of Nevada, Battery R, of Idaho, Battery S, of Montana, Battery T, of Wyoming, Battery U, of Colorado, Battery V, of Arizona, Battery W, of New Mexico, Battery X, of Utah, Battery Y, of Arizona, Battery Z, of New Mexico.

This section of the brigade will be augmented by Batteries A and B, which are at Old Point. They have four field guns. It is now positively certain that the batteries will leave Newport News.

SENECA IN PORT. The transport *Seneca* arrived in port late yesterday afternoon from New York. When the *Seneca* was at Old Point, she was ordered to take on wounded soldiers on board and was not permitted to land them and proceeded to New York. It being feared that she had yellow fever on board. When the transport arrived last night, State Quarantine Officer A. C. Jones boarded and examined the ship. She had been thoroughly renovated, but Dr. Jones was not satisfied with a nocturnal examination and he left the *Seneca* flying the quarantine flag against the protest of the skippers, who said they had important orders and wanted to move in to the wharf to take on supplies for the Porto Rican expedition. The ship will be inspected again this morning.

SOLDIERS DISAPPOINTED. The faithful men in front of the Daily Press office last night stating that Spain had sued for peace disappointed the soldiers, as some of them are afraid they will not get off for Porto Rico or that it will be delayed until after the war.

DEATH OF MRS. W. J. MURDEN. Mrs. Cora L. Murden, aged 28 years, died at her residence on Twenty-eighth street yesterday morning, after a long illness of consumption. Mrs. Murden was the wife of Mr. William Murden and sister of Quartermaster Sergeant A. E. Wilkins, of the Hunted Rifles. She was buried at the Mount Vernon cemetery at 10 o'clock.

POLICE COURT. Justice J. D. G. Brown disposed of the following cases in the Police Court yesterday morning: Tom Scott, assault and battery; fined \$5 and costs. Robert Casey, vagrancy; 30 days in jail. Thomas Graham, vagrancy; 30 days in jail. Edward Hays, vagrancy; 30 days in jail. John Fisher, vagrancy; ten days in jail. E. B. White, drunk; fined \$2 and costs. Ellen Brown, disorderly conduct; dismissed.

DEATHS RECORDED. The following deaths of bargain and sale have been recorded in the clerk's office of the Corporation Court: Old Dominion Land Company to B. L. Sealey, consideration, \$600. R. G. Bickford, trustee, to A. L. Parker, consideration, \$3,100. A. L. Parker et ux. to William C. Stuart, trustee, consideration, \$2,500. J. W. Robinson to Lulu Holmes, consideration, \$1,100. F. J. King, trustee, to W. Lee Powell, consideration, \$170.

Excursion to Niagara Falls. The next select excursion to Niagara Falls, Buffalo and Watkins Glen will leave Norfolk, Wednesday, July 27th, via Washington and Baltimore steamers and the Baltimore & Ohio R. R. (Royal Blue Line), and trip, \$12.00. Tickets limited eleven days. Stop-over privileges permitted on return journey. For further information apply to Arthur G. Lewis, under Atlantic Hotel, July 26-e-o-4 July 27.

TROOPS ON PARADE. The first event of yesterday was the assembling in the morning before 6 o'clock of the troops of the Third Illinois in light marching order.

Colonel Fred Bennett, commanding the sturdy Illinois soldiers, gave orders to have the band ready to accompany the regiment and then it was that it was known that he contemplated taking his men out of camp.

The entire regiment was formed, with the band to the right of the line, all of the men carrying their guns with no equipments whatever. Colonel Bennett, with Regimental Adjutant Bowen and Regimental Quartermaster Smith, took his place in front of the color company and the formal organization of the regiment was completed.

The commanding officer then took his position on the extreme right of the line and gave the command: "Forward, guns right, march."

In column of fours, the second volunteers filed out to Washington avenue extended, where they executed "column left" and marched down town, headed by the band playing patriotic airs.

Reaching Twenty-third street, a halt was made for five minutes to allow the companies to secure their proper distance, and the march was resumed. After Twenty-third street in Washington, where "column right" was executed, and the troops started back up town.

AT THE SHIPYARD.

Auxiliary Cruiser Yosemite to Have a Coat of Fool-Proof Paint on Her Bottom.

The auxiliary cruiser, *Yosemite*, in command of Commander Emory and named by the Michigan naval reserves, arrived at the shipyard yesterday morning for repairs. The ship will go into the dry dock this morning to have a coat of fool-proof paint put on her bottom. While this is being done repairs will be made to two of the ship's guns.

Commander Emory is highly pleased with the behavior of the *Yosemite*, which was built at the shipyard here and was afterwards converted into a warship. The cruiser has been in active service ever since she left the yard, and her machinery is now in excellent condition, although the strain has been very great.

The officers of the cruiser have some very interesting experiences to relate. These are timely in view of the plans now maturing for the invasion of Porto Rico, the *Yosemite* having been assigned to patrol duty before San Juan for several months.

On or about June 28, the cruiser sighted a large Spanish merchantman, which was partially fitted out as an auxiliary cruiser, attempting to run the blockade.

Commander Emory ordered a chase and at the same time opened fire on the *Spaniard*. A gun, one of the enemy's small navy in San Juan harbor came out and attempted to give the *Yosemite* battle in the hope of getting the supply ship up to the guns.

The cruiser engaged both ships, which kept up a continuous fire and after a three-hour engagement the merchantman was disabled and the *Yosemite* was compelled to leave her.

In this fight, the *Yosemite's* two forward 5-inch guns were damaged somewhat by the heavy strain put upon them. The shells became overheated and both guns suffered expansion at the muzzle. A report was made to the navy department of the engagement and also of the injury to the cruiser's guns and Commander Emory was ordered to maintain the blockade until relieved by other vessels.

The *Yosemite* remained off San Juan after that for two weeks before being relieved by the *New Orleans* and then she proceeded to St. Thomas to coal remain.

So close was the blockade that the *Yosemite* was not allowed to land at once for Hampton Roads to have her guns shifted.

It is believed the cruiser will remain here a week or two. It was at first thought she would convey the fleet of transports to Porto Rico, but it is now of which there are ten, will probably go with General Brooks' expedition without delay.

FROM ANOTHER PENNSYLVANIAN

He Broke in Defence of the Men to Battery C.

Editor Daily Press: Depraved Pennsylvanians! Would-be hoodlums! So called a Pennsylvania battery C. In a communication published in the Daily Press Sunday.

Depraved! How long has this Pennsylvania been a lawless place? Since May 1st.

Would-be hoodlums! That sounds better; but the second sentence doesn't correspond with the first.

Don't you know what he is writing about? Has he investigated the case? Geiger and Hines were on their way to camp with Stetler, who was some way off, when Mitchell came up and said: "You don't take this man to camp. I'll run you in." Some remark was made about Geiger, whereupon Mitchell turned and shot at the men, Geiger, hitting one arm around Mitchell's neck, when Mitchell tried to pull Stetler from Geiger. Sergeant Reynolds came up and shot at Mitchell, pulling the trigger, shooting Geiger in the hip, and the muzzle of the revolver was not more than a foot from Geiger's body.

To a man battery C stamps this as an insult, and will allow justice to take its course and all ways with the civil authorities to see that justice is done. The men of battery C have no kick coming anywhere in Newport. News from the city.

PHILIP T. MARYE. The horses which are to be used by M. Homan & Son, the sewer contractors, arrived here yesterday from Pennsylvania, over the Chesapeake and Ohio railroad.

Mrs. Homan is now in the city and says she will be active work on the system some time this week.

The buildings erected near Orsiville for the accommodation of his laborers and his horses are complete and by the latter part of the week the entire workmen will be in the city.

Large quantities of pipe of all sizes are continually arriving and there will be no hitch for want of this material.

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NEWPORT NEWS, A. WEDNESDAY, JULY 27, 1898.

SPAIN SUES FOR PEACE

Direct Appeal to President McKinley.

NO TERMS NAMED

Cuba, Porto Rico and the Philippines Not Mentioned.

AN OFFICIAL STATEMENT

Overseas Looking for a Cessation of Hostilities. Proposed to the French Ambassador at Washington.

Proposition to the President at a Special Cabinet Meeting.

WASHINGTON, July 26.—The Spanish government has sued for peace, not indirectly through the great powers of Europe, but by a direct appeal to President McKinley. The proposition was formally submitted to the President at 3 o'clock this afternoon by the French ambassador, M. Jules Cambon, who had received instructions from the foreign office at Paris to deliver to the United States government the tender of peace formulated by the Spanish ministry.

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STURGIS ON TRIAL

Hearing of the Charge of Forgery Against Him Begun Yesterday.

The trial of L. M. Sturgis, the lawyer and politician, who is held under five separate indictments, began in the Corporation Court yesterday morning before Judge Burroughs.

Sturgis came into court from his cell looking as spruce and spry as ever. A stranger would not have suspected that he was the man charged with forgery and embezzlement. His toilet was perfect, and he wore a suit of black, French dancing master. He bowed and saluted those in the courtroom, while his eyes glinted and his physiognomy was wreathed in smiles. Sturgis was accompanied by his wife and father. The father and wife took seats in the courtroom for the defense, but Sturgis took a chair at the bar between his attorneys, Mr. A. C. Garrett, of this city, and Judge Burroughs, of Norfolk.

Sturgis looked as if all three of the lawyers were in court to represent some one else. Across from the attorneys for the defense sat Commonwealth's Attorney J. K. M. Newton, who is conducting the prosecution.

There was very little delay in securing a jury to try Sturgis. A venire was summoned from Hampton and the jurors selected are Messrs. H. C. Marion, W. S. Wallace, Fred Cunningham, J. W. Stiles, and Judge Burroughs, R. E. Wilson, V. P. Holt, M. C. Harrison, W. Boynton, David Johnson and P. E. Davis. The jury is composed of intelligent looking men.

It will be remembered that Sturgis was charged with forging the name of his partner, Mr. C. C. Berkley, to two checks, the checks being drawn on Schmidt Bros. Bank. The funds in bank had been placed to the credit of the bank, and the first witness called by the prosecution was George Schmidt, one of the proprietors of the bank. He stated that Sturgis presented a certified check to the First National Bank purporting to be signed by C. C. Berkley, trustee, that the check was drawn on Schmidt Bros. Bank and was paid when presented by the First National Bank authorities; that when he learned the check was a forgery he sent for Sturgis, who acknowledged the fact, when called in conversation with Sturgis in the bank in which Sturgis acknowledged the forgery, but said he had a rich relative and would make it good. Other witnesses were examined, when court adjourned for the day.

Sturgis took the stand in his own defense. Among other things Sturgis said that he had on different occasions signed his partner's name to checks when the latter was out of the office, and he admitted that he had a right to draw the money in this instance, as Mrs. Butler, for whose husband Mr. Berkley was trustee under a deed of assignment, owed him \$150 in fees for legal services rendered, and had agreed that he should have had the funds held by Mr. Berkley. Sturgis said he would not have drawn the money, but for the money, but Mr. Berkley was not in the city and he exercised the privilege of signing his partner's name to the check. He also stated that Mr. Berkley was in the city when he signed the check, and that he had seen the money, but he was not in the city and he exercised the privilege of signing his partner's name to the check. He also stated that Mr. Berkley was in the city when he signed the check, and that he had seen the money, but he was not in the city and he exercised the privilege of signing his partner's name to the check.

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